

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director, 954-797-1151

PREPARED BY: Dennis Andresky, Parks & Recreation Director, 954-797-1151

SUBJECT: Grazing Services

AFFECTED DISTRICT: 3

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN OF DAVIE AND LITTLE CRITTER CORRAL, INC. FOR LIVESTOCK GRAZING SERVICE AT ROBBINS LODGE PARK. (\$204/month revenue)

REPORT IN BRIEF: The Town currently has an agreement with Little Critters Corral, Inc. for grazing services at Robbins Lodge Park. The agreement is due for automatic renewal on January 4, 2009. Little Critter Corral, Inc. is requesting a one year renewal of the agreement with the same terms and conditions.

PREVIOUS ACTIONS: R-2007-25, R-2001-3, R-95-15

CONCURRENCES: N/A

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

Additional Comments: Revenue to Town of \$204.00 per month

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, vendor letter, department recommendation, vendor information

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE
TOWN OF DAVIE AND LITTLE CRITTER CORRAL, INC. FOR
LIVESTOCK GRAZING SERVICE AT ROBBINS LODGE PARK.

WHEREAS, the Town of Davie has an existing agreement for livestock grazing
services at Robbins Lodge Park with Little Critter Corral, Inc.; and

WHEREAS, Little Critter Corral, Inc. and the Town desire to extend the
agreement for one additional year; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to
approve a one year extension for livestock grazing service with Little Critter Corral, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby approve a
one year contract extension with Little Critter Corral Inc. to provide livestock grazing
service for the time period of January 4, 2009 through January 3, 2010.

SECTION 2. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008.

ATTEST:

MAYOR/COUNCILMEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

RESOLUTION R-2001-3

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER 1 TO MODIFY AN AGREEMENT FOR LIVESTOCK GRAZING SERVICES AT THE ROBBINS PROPERTY

WHEREAS, the Town of Davie has an existing agreement for livestock grazing services at the Robbins Property with B & B Feed and Cattle Company; and

WHEREAS, B & B Feed and Cattle Company has officially changed its corporate name to Little Critter Corral, Inc.; and

WHEREAS, The Contractor provides in-kind services (mowing/fence repair) of substantial value in maintaining the property; and

WHEREAS, it is in the best interest of the Town to modify the existing agreement to reflect the value of the provided in-kind maintenance services, revise the corporate name, and to extend the agreement for grazing services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute Amendment Number 1 to an agreement for livestock grazing services at Robbins Property with Little Critter Corral, Inc., which is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 3rd DAY OF January, 2001.


MAYOR/COUNCILMEMBER

ATTEST:


acting TOWN CLERK

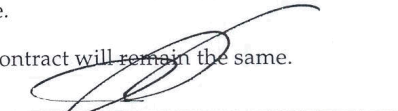
APPROVED THIS 3rd DAY OF January, 2001.

Attachment "A"

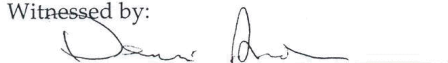
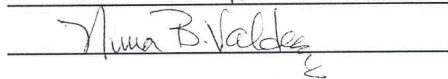
Amendment Number 1 - Livestock Grazing Lease

1. Modify the first sentence of Section Three to read "Lessee shall be required to pay the sum of \$204.00 per month to the Town for the use of the premises. Lessee shall be responsible for periodic mowing and maintenance as required. Payment is due by the 10th day of each month."
2. Modify Section Four to read "The term of this lease commences on the 4th day of January, 2001 for a period of one year. This agreement will automatically renew on an annual basis until such time as either party gives the other ninety (90) days written notice of termination."
3. Approximately fifteen (15) additional acres will be added to the original seventy (70) acres to total approximately eighty five (85) plus or minus acres.
4. Correct name of contract vendor from B & B Feed and Cattle Company to Little Critter Corral, Inc., DBA Livestock for Reel, 1950 SW 115 Avenue, Davie, Florida 33325-4717 to reflect change in corporate name.
5. All other terms and conditions of the original contract will remain the same.


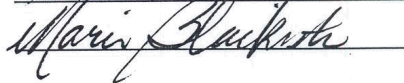

(Lessee)


(Town of Davie)

Witnessed by:

Witnessed by:

RESOLUTION NO. R-95-15

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LIVESTOCK GRAZING SERVICES AT THE ROBBINS PROPERTY.

WHEREAS, the Town solicited proposals for livestock grazing services at the Robbins property; and

WHEREAS, the selection committee has ranked, in order of preference, the proposal of B & B Feed & Cattle Company and Five Star Rodeo, Inc.; and


WHEREAS, it is in the best interest of the Town of Davie to have an agreement for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

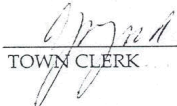
SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute an agreement for livestock grazing services at the Robbins property with B & B Feed & Cattle Company, the highest ranking firm. The one year agreement will provide the Town with \$504.00 per month in revenue and is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 18th DAY OF January, 1995


MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS 18th DAY OF January, 1995

LIVESTOCK GRAZING LEASE

THIS LEASE AGREEMENT, entered into this 18th day of January, 1995, by and between the TOWN OF DAVIE, Florida, a municipal corporation (hereinafter referred to as "LESSOR"), and B & B Feed and Cattle Company

(hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, Lessor is the owner of a certain lands which were acquired as a part of the Town of Davie Open Space Program, and

WHEREAS, Lessor wishes to set aside a portion of its open space lands for livestock grazing, and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor certain lands for purposes of livestock grazing subject to the terms and conditions of this lease.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the parties hereby agree as follows:

SECTION ONE:

Lessor leases to Lessee and Lessee leases from Lessor for the purpose of grazing livestock on the demises premises, those certain premises situated within the Town of Davie, and more particularly described on Exhibit "A" attached hereto and made a part hereof. As used herein the term "premises" refers to real property above described and to any improvements located thereon from time to time during the term of this lease.

SECTION TWO:

Any utilities needed for the livestock grazing shall be the responsibility of the Lessee.

SECTION THREE:

Lessee shall not be required to pay monetary rent to Lessor for the use of the premises. Consideration for the Lessee's use of the premises is the faithful performance of Lessee's obligations as set forth in this lease. Lessee acknowledges that each of its obligations under the lease are material and that Lessee's failure to comply with each and every requirement of this lease shall constitute a material breach of this lease agreement.

SECTION FOUR:

The term of this lease commences on the 18th day of January, 1995 and ends on the 18th day of January, 1996, subject to the termination provisions hereinafter set forth in this agreement.

SECTION FIVE:

Lessee shall not use or permit the demises premises or any part thereof to be used for any purpose or purposes other than the purpose for which the premises are hereby leased.

SECTION SIX:

Lessee shall not commit or suffer to be committed any waste on the premises or any nuisance.

SECTION SEVEN:

Lessee may not sub-let the premises in whole or in part without Lessor's prior written consent. Lessor's consent shall be within the sole and absolute discretion of the Lessor.

SECTION EIGHT:

If any ad-volarem taxes are levied against the premises, payment of same shall be the responsibility of the Lessee.

SECTION NINE:

Lessee may construct improvements on the premises at Lessee's sole expense. Lessee must obtain all necessary construction permits for any improvements made on the premises. Lessee must obtain permission from the Lessor with regard to any construction on the site. No construction at the direction of Lessee shall create any lien upon the premises or shall necessitate the posting of a bond pursuant to Florida Statute 255.05.

SECTION TEN:

Lessee shall abide by and keep current all State of Florida requirements regarding the raising of livestock while using the premises for grazing purposes.

SECTION ELEVEN:

Lessee shall at all times keep the Town of Davie Community Services Director advised as to the phone number and an alternate number where Lessee may be reached twenty-four (24) hours per day for emergency contact.

SECTION TWELVE:

Lessee shall maintain the grazing site in a clean, orderly and sanitary condition at all times.

SECTION THIRTEEN:

Lessee has inspected the premises and accepts the property in its "AS IS" condition as of the date of this Lease Agreement.

SECTION FOURTEEN:

It is agreed by and between the parties that entry into this Agreement shall not deem Lessee as an employee of the Town of Davie. The relationship between the parties hereto is that of Lessor and Lessee only.

SECTION FIFTEEN:

Lessee agrees that there shall be no display or use of firearms upon the premises.

SECTION SIXTEEN:

This Agreement is for the sole benefit of the parties hereto and shall not create rights in any third parties.

SECTION SEVENTEEN:

Any injured, diseased or deceased animals must be removed from the premises by Lessee within twenty-four (24) hours of observation and/or notification of same.

SECTION EIGHTEEN:

Lessee must recover any livestock that escapes the demised premises within four (4) hours of discovery and/or notification.

SECTION NINETEEN:

Lessee shall post the contact phone number and an alternate phone number with at least six (6) permanent signs on the fence line of the premises with locations as directed by the Town of Davie Community Services Director.

SECTION TWENTY:

The Lessee shall keep in full force and effect liability insurance naming the Town of Davie as additional insured in an amount not less than one million dollars (\$1,000,000.00) for each occurrence. Insurance policy and company are subject to approval by Lessor.

SECTION TWENTY-ONE:

Lessor shall not be liable for any loss, injury, death, damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using, occupying or visiting the premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, visitor or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessor hereby waives all claims against Lessor for damages to any improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises for any cause arising at any time.

SECTION TWENTY-TWO:

Upon execution of this Agreement, Lessee shall deliver to Lessor a Performance Bond or a Certified Check in the amount of Twenty-Five Hundred Dollars (\$2,500.00) assuring Lessee's performance of all obligations under this Agreement. Any Performance Bond must be executed by a surety company acceptable to the Town of Davie and authorized to do business in the State of Florida. At the termination of this Agreement, the premises must be returned to Lessor in a clean and satisfactory condition. In the event the premises are left in an unkept condition, Lessor shall keep the Performance Bond or Certified Check to necessitate any repairs.

SECTION TWENTY-THREE:

If any action at law or in equity shall be brought under this Lease Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

SECTION TWENTY-FOUR:

This lease may be terminated by either party without cause by giving notice to the other party of its intent to terminate this agreement. The Notice of Termination must be given no less than thirty (30) days from the date of intended termination of the agreement. Lessee acknowledges that upon termination of the agreement, either through expiration of its original term or as

provided for in this paragraph, Lessee shall have no claim against Lessor for improvements which have been made upon the premises and which pursuant to Paragraph twenty-five (25) herein will become the property of the Lessor upon termination of the Lease Agreement. In the event of any breach of this Lease Agreement by Lessee, Lessor in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises.

SECTION TWENTY-FIVE:

On termination of this lease for any cause, Lessor shall become the owner of any building or improvements on the premises.

SECTION TWENTY-SIX:

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant or condition, or a subsequent breach of the same, or any other term, covenant or covenant therein contained.

SECTION TWENTY-SEVEN:

Time is of the essence of this lease, and each and every covenant, term, condition, and provision thereof.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

Witnessed by:

Patricia Rogers

Alvin Carole

Witnessed by:

D. Brown

Sharon

TOWN OF DAVIE

By:

John Kovac
MAYOR

By:

Robert Rawl
TOWN ADMINISTRATOR

Printed Name:

William L. Parcell

Title

LITTLE CRITTERS CORRAL, INC.
DBA LIVESTOCK FOR REEL
1950 SW 115 AVE.
DAVIE, FL. 33325

SEPTEMBER 17, 2008

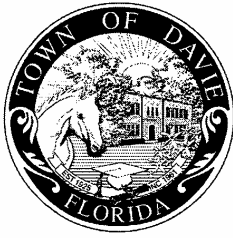
TO; TOWN OF DAVIE, BROWARD COUNTY, FLORIDA;
SUBJECT; LIVESTOCK GRAZING LEASE 9 RESOLUTION R-2001-3

This is a letter of intent to renew the binding contract dated JANUARY 3, 2001, with no changes for the upcoming year 2009. This term of lease shall commence on the 4th day of January, 2009 for a period of one year. This agreement shall continue to automatically renew on an annual basis until such time as either party gives the other ninety (90) days written notice of termination as per R-2001-3 Amendment 1 subsection 2.

SIGNED

A handwritten signature in black ink, appearing to read "Dennis Deveau", with a long horizontal flourish extending to the right.

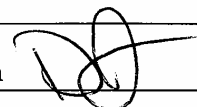
DENNIS DEVEAUGH
September 17, 2008



PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

TO: Town of Davie Town Council

FROM: Dennis Andresky, Director Parks & Recreation 

SUBJECT: Contract Extension: Little Critter Corral, Inc./Livestock Grazing at Robbins Lodge Park

DATE: September 17, 2008

It is recommended that the existing contract between the Town of Davie and Little Critter Corral, Inc. for livestock grazing at Robbins Lodge Park be extended for a one year period (1/4/09 to 1/4/10)

The contract is in its eighth year and is due for renewal on 1/4/2009.



The contract allows for grazing use on eighty five acres of pasture area at the park and provides the Town \$204.00 per month in revenue.

Continuation of this agreement provides the Town the following benefits:

- It is supportive of the parks intended agriculture and equestrian use theme.
- It results in a cost savings related to the maintenance of weed and invasive plant species control at the site.

The contractor has provided satisfactory service and requests a one year contract extension with all terms and conditions remaining in effect.

Please advise if you have any questions or need additional information.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	H
Previous on List	Next on List	Return To List			
No Events	No Name History	Entity Name			
Detail by Entity Name					
<u>Florida Profit Corporation</u>					
LITTLE CRITTERS CORRAL, INC.					
<u>Filing Information</u>					
Document Number	P95000023448				
FEI Number	650566893				
Date Filed	03/23/1995				
State	FL				
Status	ACTIVE				
<u>Principal Address</u>					
1950 S.W. 115TH AVENUE DAVIE FL 33325					
<u>Mailing Address</u>					
1950 S.W. 115TH AVENUE DAVIE FL 33325					
<u>Registered Agent Name & Address</u>					
ROBERT D. BURGS, P.A. 1950 SW 115 AVE FORT LAUDERDALE FL 33325 US Address Changed: 05/01/2003					
<u>Officer/Director Detail</u>					
<u>Name & Address</u>					
Title D DEVEAUGH, NANCY 1950 S.W. 115TH AVENUE DAVIE FL 33325					
Title D DEVEAUGH, DENNIS 1950 SW 115 AVENUE DAVIE FL					

Annual Reports**Report Year Filed Date**

2006	01/09/2006
2007	01/11/2007
2008	01/16/2008

Document Images

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02/20/1996 -- ANNUAL REPORT	View image in PDF format
03/23/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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**Town of Davie
Vendor/Bidder Disclosure**

I, Dennis Deveau, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Little Criter Canal DBA Lwistad
Address: 1950 SW 115 Ave
Davie FL 33325
FEIN: 65-0566893
State and date of incorporation: FL. Mar 1995

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
<u>Nancy Deveau</u>	<u>1950 SW 115 Ave</u>	<u>51 %</u>
<u>Dennis Deveau</u>	<u>1950 SW 115 Ave</u>	<u>49 %</u>
	<u>Davie FL</u>	<u>%</u>
		<u>%</u>

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Nancy Deveau</i>	
Business name, if different from above <i>Little Critics Canal Inc DBA Little Stock For Leel</i>	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <i>1950 SW 115 Ave</i>	Requester's name and address (optional)
City, state, and ZIP code <i>DAVE FL 33325</i>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
		+		+				
or								
Employer identification number								
6	5	+	0	5	6	6	8	9
3								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ <i>Nancy Deveau</i>	Date ▶ <i>4-10-06</i>
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

None

By:


Dennis Deveau
Signature of Affiant

Date: 4-10-06

Dennis Deveau
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 13th day of April 2006, by Dennis Deveau, he/she is personally known to me or has presented FL DRIVER LICENSE as identification.

Jill Anne Cuba
Notary Public, State of Florida at Large

 Jill Anne Cuba
My Commission DC200037
Print or Stamp of Notary Expires April 3, 2007

Serial Number _____

My Commission Expires : _____